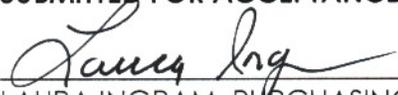


STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 6/14/16
CONTRACT #: 8002040
CONTRACT FOR: Janitorial Cleaning Services
NIGP CODE: 910-0000
CONTRACTOR: S.J. Services Inc. VENDOR CODE #: 162080

SUBMITTED FOR ACCEPTANCE BY:



LAURA INGRAM, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 6/14/16

RECOMMENDED FOR ACCEPTANCE BY:



ROBERT STOWELL, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

DATE 6/20/16

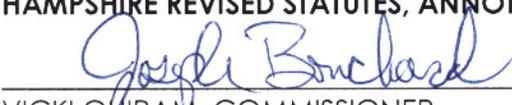
ENDORSED FOR ACCEPTANCE BY:



LISA M. POLLARD, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 6-20-16

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



VICKI QUIRAM, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 6/21/16

NOTE: This contract is in result of NH Bid 1875-16 for Janitorial Services. If approved, this contract will be in effect upon approval through 09/30/19. I have verified the Excluded Parties list.

Subject: Janitorial Services

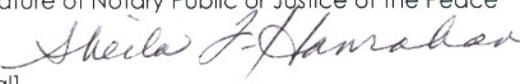
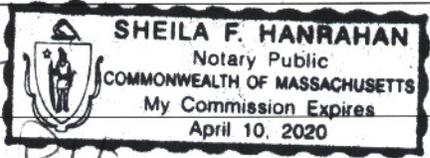
Notice: This agreement and all of its attachments shall become public upon approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name S.J. Services, Inc.		1.4 Contractor Address 235 Newbury Street Danvers, MA 01923	
1.5 Contractor Phone Number 978-360-1229	1.6 Account Number	1.7 Completion Date 09/30/2019	1.8 Price Limitation \$245,000
1.9 Contracting Officer for State Agency Laura Ingram, Purchasing Agent		1.10 State Agency Telephone Number 603-271-2009	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory David J. Shea, President	
1.13 Acknowledgement: State of <u>MASS</u> , County of <u>ESSEX</u> On <u>6/2/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Sheila F. Hanrahan, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Vicki V. Quiram, Commissioner Joseph Bouchard, Asst. Comm.	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials UES
Date 6/7/16

EXHIBIT A

PURPOSE

S.J. Services, Inc., (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Janitorial Services in accordance with the bid submission in response to State Bid # 1875-16 and described herein.

TERM

This contract shall commence on the date approved by the Commissioner of Administrative Services, and terminates on September 30, 2019. The Contract may be extended for an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

DAMAGE

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its expense.

DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and their employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 (as modified in Exhibit C) and cannot be cancelled or modified until the State receives a 10 day prior written notice.

SCOPE OF WORK

Maintenance Schedule and Specifications
CHESHIRE COUNTY SUPERIOR COURTHOUSE

33 Winter Street, Keene, NH 03431

Tammy Nelson: Tammy.Nelson@nh.gov P: 603-271-7977

Nightly Maintenance / 5 Days: Monday through Friday (5 pm – 11 pm)

Nightly Maintenance	
Clean Mats	All entrances
Damp Mopping (with cleaner/disinfecting solution)	All floors in winter or during inclement weather; not to exceed every other day in good weather
Glass / Mirror Cleaning	All mirrors, glass partitions / doors and entrance / view window doors
Lavatory / Kitchen Cleaning	All, clean and sanitize toilet bowls and urinals, sanitize washbasin and polish fixtures, restock toilet paper, paper towels and hand soap dispensers
Receptacle Emptying - Internal & External	All floors, clean and replace liner
Spot Clean Carpeting	All floors
Spot Clean Floors	All floors
Spot Clean Furniture, Cubicle Panels & Chairs	All floors
Spot Clean Kitchens / Lavatory	All partitions, counters, sinks, tiled walls and interior of waste cans / sanitary disposal containers
Spot Clean Walls, Wall Panels & Partitions, Doors, Light Switches	All floors
Vacuum Carpets	High traffic areas – Foyers, clerks' office, courtrooms, All other floors daily as needed (or a minimum of once per week)
Sweeping	All floors
Stairwell(s)	All, shall be cleaned, vacuumed and/or swept, wet mopped, etc.
As Required	
Burnishing	All floors
Machine Scrubbing/Floor Recoating	All floors, including lavatories
Metal Polishing	All light fixtures, interior & exterior door hardware, interior handrails, kick plates & drinking fountains (brass, stainless & aluminum)
Courtroom Pews	Wipe down, clean to remove grease residues, oils and grimes; polish
Every Other Night Maintenance	
Low Dust	All ledges (includes fireplace mantels, furniture, pictures and window sills) NO STAFF DESKS
Weekly Maintenance	
High Dust	All Floors
Vacuum Upholstered Chairs	All Floors

Contractor Initials WNS
 Date 6/7/16

Detail Clean	All Floors, edges, corners and thresholds
All Restrooms	Scrub, clean, disinfect grout, all partitions, counters, tile, urinals, toilets, walls/floors, waste can liners, sanitary disposal containers
Quarterly Maintenance	
Clean Ceiling Diffusers	All Floors
As Required with Written Agency Approval	
Carpet/upholstery cleaning, floor stripping/refinishing, and window washing (inside only)	All Floors

I. Building Specifications:

The Contractor shall be responsible for the provision of janitorial services for the Cheshire County Superior Court, which consists of:

Square Footage: approximately 32,150

Stairwells: 3

Employees: +/- 36

Flooring: 75% Carpet; 25% vinyl/sheet flooring/VCT

Bathrooms: 15 total; 6 public restrooms, 5 staff restrooms, 4 prisoner holding cell area

II. Additional Requirements:

The provisions below are additional requirements to be performed by the Contractor:

- A Criminal Records Release Authorization Form (State of NH, Department of Safety, Division of State Police) shall be required for each employee prior to working in the building. Record Release Forms shall be provided to and kept on file with the Bureau of Court Facilities.
- Contractor shall activate/deactivate the building's alarm system. The alarm shall be activated nightly upon completion.
- Contractor shall ensure all lights are turned off nightly upon completion
- Contractor shall empty external free standing cigarette receptacle
- Contractor shall collect and remove trash; place in outside dumpster
- Contractor shall collect recycling (blue tubs) and bag separately; place in outside dumpster
- Contractor shall supply all consumables (*except as noted below*)
- State shall supply all paper products, hand soap and can liners
- Emergency daytime cleaning of restrooms/public areas on a per event basis

- Contractor shall clean up papers, cans, butts and/or other items not belonging on the sidewalk surrounding the building

III. Exclusions:

The following areas are not included as part of the square footage. Such areas shall be the responsibility of the State:

- Bid EXCLUDES the garages
- Contractor not responsible for cleaning storage, server and/or mechanical/electrical equipment rooms

Recommendation Statement:

The Cheshire County Superior Court is a large courthouse located in the south western part of the State. On average, there are approximately 180 people from the general public enter/use the building daily. The courthouse also provides a staff area for approximately 36 employees. Care for this building consists of maintaining **over 30,000 square feet** of office and public space, a holding cell area, along with 15 restrooms, spanning three levels. The expectation is that the contracted cleaning staff shall be trained in appropriate custodial best practices and supervised by a competent management team member. The State shall conduct quality control inspections on a weekly basis, identifying deficiencies and requiring immediate corrective actions. Inadequate or insufficient cleaning of the courthouse will be grounds for default in accordance with Section 8 of the P-37 Agreement.

Maintenance Schedule and Specifications
DOVER CIRCUIT COURTHOUSE
 25 St. Thomas Street, Dover, NH 03820
 Tammy Nelson: Tammy.Nelson@nh.gov P: 603-271-7977
 Nightly Maintenance / 5 Days: Monday through Friday

Nightly Maintenance	
Clean Mats	All entrances
Damp Mopping (with cleaner/disinfecting solution)	All floors in winter or during inclement weather; not to exceed every other day in good weather
Glass / Mirror Cleaning	All mirrors, glass partitions / doors and entrance / view window doors
Lavatory / Kitchen Cleaning	All, clean and sanitize toilet bowls and urinals, sanitize washbasin and polish fixtures, restock toilet paper, paper towels and hand soap dispensers
Receptacle Emptying - Internal & External	All floors, clean and replace liner
Spot Clean Carpeting	All floors
Spot Clean Floors	All floors
Spot Clean Furniture, Cubicle Panels & Chairs	All floors
Spot Clean Kitchens / Lavatory	All partitions, counters, sinks, tiled walls and interior of waste cans / sanitary disposal containers
Spot Clean Walls, Wall Panels & Partitions, Doors, Light Switches	All floors

Contractor Initials PJS
 Date 6/7/16

Vacuum Carpets	High traffic areas – Foyers, clerks' office, courtrooms, All other floors daily as needed (or a minimum of once per week)
Sweeping	All floors
Stairwell(s)	All, shall be cleaned, vacuumed and/or swept, wet mopped, etc.
As Required	
Burnishing	All floors
Machine Scrubbing/Floor Recoating	All floors, including lavatories
Metal Polishing	All light fixtures, interior & exterior door hardware, interior handrails, kick plates & drinking fountains (brass, stainless & aluminum)
Courtroom Pews	Wipe down, clean to remove grease residues, oils and grimes; polish
Every Other Night Maintenance	
Low Dust	All ledges (includes fireplace mantels, furniture, pictures and window sills) NO STAFF DESKS
Weekly Maintenance	
High Dust	All Floors
Vacuum Upholstered Chairs	All Floors
Detail Clean	All Floors, edges, corners and thresholds
All Restrooms	Scrub, clean, disinfect grout, all partitions, counters, tile, urinals, toilets, walls/floors, waste can liners, sanitary disposal containers
Quarterly Maintenance	
Clean Ceiling Diffusers	All Floors

II. Building Specifications:

The Contractor shall be responsible for the provision of janitorial services for the Dover Circuit Court, which consists of:

Square Footage: approximately 24,000

Stairwells: 2 (public stairwell and restricted/staff stairwell)

Employees: +/- 20

Flooring: 75% Rug / Carpet; 25% tile / linoleum

Bathrooms: 10 total; 4 public restrooms, 6 staff restrooms (includes the two toilets in the holding cell area)

On average, 125 people from the general public enter/use the building on a daily basis.

II. Additional Requirements:

The provisions below are additional requirements to be performed by the Contractor:

- A Criminal Records Release Authorization Form (State of NH, Department of Safety, Division of State Police) shall be required for each employee prior to working in the

building. Record Release Forms shall be provided to and kept on file with the Bureau of Court Facilities.

- Contractor shall activate/deactivate the building's alarm system. The alarm shall be activated nightly upon completion.
- Contractor shall ensure all lights are turned off nightly upon completion
- Contractor shall empty external free standing cigarette receptacle daily
- Contractor shall clean and sanitize the two public water/drinking fountains daily; metal polishing per the maintenance schedule
- Contractor shall collect and remove trash; place in outside dumpster(s)
- Contractor shall collect recycling (blue tubs) and bag separately; place in outside recycling dumpster
- Contractor shall supply all consumables except for trash can liners and paper products (paper towels, toilet paper, etc.). Contractor shall be responsible for notifying the State when can liners and paper products are needed; the State shall be responsible for the purchase of such products.

III. Exceptions to the Nightly Maintenance Frequency Schedule:

The areas below are infrequently utilized and therefore may not require the nightly maintenance as outlined in the schedule.

The Contractor shall monitor the areas on a nightly basis and maintain/clean as necessary with a "minimum" frequency maintenance schedule as stated below.

- Second floor, lobby area. During the summer months, this area shall be vacuumed a minimum of 2x per week. During winter months, or at times when the weather warrants, the area should be vacuumed daily.
- Stairwell, restricted/staff side only. During the summer months, this stairwell shall be vacuumed a minimum of every other day, or three times per week. During winter months, or at times when the weather warrants, the stairwell shall be vacuumed daily.

V. Exclusions:

The following areas are not included as part of the square footage. Such areas shall be the responsibility of the State:

- Bid EXCLUDES basement area (maintenance/electrical equipment room, storage, record rooms, etc.)
- Bid EXCLUDES the garage/sally port

Complex 21 Maintenance Frequency Schedule
NHDOE, Bureau of Vocational Rehabilitation-Keene
 149 Emerald Street, Suite T, Keene, New Hampshire 03431
Contact Sharon DeAngelis – 603-271-3806 sharon.deangelis@doe.nh.gov

Nightly Maintenance - 3 days	(Monday-Wednesday- Friday) 5:00PM – 11:00PM
Clean Mats	All entrances
Damp Mopping (with cleaner/disinfecting solution)	All hard surface floors
Glass / Mirror Cleaning	All mirrors, glass partitions / doors and entrance / view window doors / receptionist window
Lavatory / Kitchen Cleaning / staff lounge	All, clean and sanitize toilet bowls and urinals, sanitize washbasin, interior of waste cans / sanitary disposal containers and polish fixtures, restock toilet paper, paper towels and hand soap dispensers; clean kitchen counters, tables, microwave oven inside and out, and sink
Receptacle Emptying - Internal & External	Collect and lawfully dispose of all office rubbish, bagged and deposited into the onsite dumpster and replace waste bin liners as needed
Spot Clean Carpeting	All
Spot Clean Floors	All
Spot Clean Furniture	All
Spot Clean Walls, Wall Panels & Partitions, Doors, Light Switches	All
Vacuum Carpets	All carpeted areas
Sweeping	All hard surface floors
As Required	
All Light Fixtures	Dust
Metal Polishing	All light fixtures, interior & exterior door hardware, interior handrails, kick plates & drinking fountains (brass, stainless & aluminum)
Every Other Night Maintenance	
Low Dust	All ledges, furniture, pictures and window sills
Weekly Maintenance	
High Dust	All
Vacuum Upholstered Chairs	All
Detail Clean	All Floors, edges, corners and thresholds
All Restrooms	Scrub, clean, disinfect grout, counters, tile, urinals, toilets, walls/floors, waste can liners, sanitary disposal containers
Monthly Maintenance	
Light Fixtures	All Dust
Quarterly Maintenance	
Burnishing	All Tiled Floors
Clean Ceiling Diffusers	All
Machine Scrubbing/Floor Recoating	All Tiled Floor Area including lavatories
Metal Polishing	All light fixtures, interior & exterior door hardware, interior handrails, kick plates (brass, stainless & aluminum)
AS REQUIRED WITH WRITTEN AGENCY APPROVAL	
Upholstery / Partition Cleaning	All pieces

Carpet Cleaning	All
Floor Stripping / Refinishing (per occurrence)	All
Window Washing (per occurrence)	All

Special / Additional Information:

- Approximate Sq. Ft = 3,536; 10 Employees, Carpet 90%; tile/linoleum/ceramic 10%
- Bathrooms 3 - 1 open to the public, 2 employee
- Lounge area Change fluorescent light bulbs and notify office manager when supply is low
- Confidentiality Form must be printed and signed
- Deleted areas from specifications: All storage, mechanical and electrical equipment rooms
- Emergency daytime cleaning of Restrooms/Public area on a per event basis as requested
- Lights to be turned off State supplies Paper Towels, Toilet Paper, Hand Soap and trash can liners
- Janitor shall clean up papers, cans, butts and/or other items not belonging on the sidewalk and/or landscaped areas of the parking lot immediately in Front of suite T
- Janitor shall empty all cigarette receptacles.

Contractor Initials MS
Date 6/7/16

EXHIBIT B

CONTRACT PRICE

The Contractor hereby agrees to provide Janitorial services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed price of \$245,000; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure from the effective date of through the expiration date set as September 30, 2019.

DAILY RATE \$	Cheshire Courthouse	Dover Court	NHDOE - Keene
FY17	\$ <u>114.50</u>	\$ <u>85.50</u>	\$ <u>33.00</u>
FY18	\$ <u>114.50</u>	\$ <u>85.50</u>	\$ <u>33.00</u>
FY19	\$ <u>114.50</u>	\$ <u>85.50</u>	\$ <u>33.00</u>

CARPET CLEANING AND FLOOR REFINISHING

CARPET CLEANING AND FLOOR REFINISHING, SHALL BE PROVIDED UPON REQUEST OF THE FACILITY CONTACT PERSON. ALL WORK MUST BE PREAPPROVED BY THE FACILITY CONTACT, OR THEIR DESIGNEE, IN WRITING.

	Cheshire Courthouse	Dover Court	NHDOE - Keene
Carpet - Per occurrence			
FY17/18/19	\$ <u>3,000.00</u>	\$ <u>1,200.00</u>	\$ <u>200.00</u>
Floor Refinishing - Per occurrence			
FY17/18/19	\$ <u>2,000.00</u>	\$ <u>600.00</u>	\$ <u>200.00</u>
Upholstery Cleaning - Per occurrence			
FY17/18/19	\$ <u>300.00</u>	\$ <u>300.00</u>	\$ <u>50.00</u>
Window Washing (Inside only) - Per occurrence			
FY17/18/19	\$ <u>750.00</u>	\$ <u>400.00</u>	\$ <u>50.00</u>

Emergency Cleaning Rate/HR

	Cheshire Courthouse	Dover Court	NHDOE - Keene
FY17/18/19	\$ <u>20.00</u>	\$ <u>20.00</u>	\$ <u>20.00</u>

INVOICE

Itemized invoices shall be submitted after the completion of job/services and shall include: a brief description of the work done along with the location of work, to the individual agency.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the state satisfaction.

The invoice shall be sent to the address of the using agency under agreement.

EXHIBIT C

SPECIAL PROVISIONS

No special Provisions

Contractor Initials DSJ
Date 6/7/16

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/07/2016

PRODUCER (978) 745-6464
Rose Insurance
66 Loring Avenue
P.O. Box 958
Salem MA 01970-

INSURED
S. J. Services, Inc.
235 Newbury Street
Danvers MA 01923-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Evanston	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	3C41654	05/06/2016	05/06/2017	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 NOWND
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER		/ /	/ /	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Additional insured: State of New Hampshire per written contract

CERTIFICATE HOLDER
() - () -
State of New Hampshire

Admin Services Bureau of
Purchase & Property
25 Capital Street #102
Concord NH 03301-

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
Phonda And



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TriGen Insurance Solutions, Inc. 315 SE Mizner Blvd Suite 213 Boca Raton FL 33432	CONTACT NAME: PHONE (A/C, No, Ext): (877) 987-4436 E-MAIL ADDRESS: certs@trigenolutions.com FAX (A/C, No): (954) 252-4426
	INSURER(S) AFFORDING COVERAGE INSURER A: Technology Insurance Company, In INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Elements PEO, Inc. FWLT SJ Services, Inc. One North Franklin Street Suite 1875 Chicago IL 60630	(800) 827-4660 NAIC # 42376

COVERAGES CERTIFICATE NUMBER: Cert ID 16564 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	TWC3554426	5/1/2016	5/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage provided for all leased employees but not subcontractors of SJ Services, Inc. Location coverage effective 5/1/2016

CERTIFICATE HOLDER State of New Hampshire - Administrative Services Purchasing Agent: Laura Ingram Bureau of Purchase & Property 25 Capitol St Room 102 Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Carla Busnet</i>
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